

## CONTRACT MODIFICATION AGREEMENT

Date: October 16, 2009

Contract No.: 720C-04008-06F-00

Modification No.: 03

Issued By: COMMONWEALTH OF VIRGINIA,  
Department of Behavioral Health and Developmental Services

Contractor: MC Strategies, Inc.

Commodity: Web Based Training of Direct Support Personnel Who Care for People with  
Developmental Disabilities in Community Settings.

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

### Description of Modification:

1. This contract shall be renewed for an additional one-year period beginning October 1, 2009 and expiring September 30, 2010 in accordance with the terms of the original contract, under Attachment D.
2. The total cost for services for this renewal period shall be as follows:

Annual Administration/Site Fee	\$44,800 (\$2,800 per Administrator)
Content License and Maintenance Fee:	<u>\$115,271</u>
Total 2009 – 2010 Contract Fee	\$160,071.
3. The attached License Agreement Amendment (2 Pages) shall change the conditions of the original License Agreement as detailed herein and made part of this contract.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

**MC STRATEGIES, INC.**

**DEPARTMENT OF BEHAVIORAL HEALTH AND  
DEVELOPMENTAL  
SERVICES**

By: H. James Hicks, Jr.  
H. James Hicks, Jr.  
Senior Vice President

By: Joy S. Lazarus  
Joy S. Lazarus  
Director of Administrative Services

Date Signed: 10/16/09

Date Signed: 10/21/09

## License Agreement Amendment

This amendment (the "Amendment") outlines mutually agreed upon changes to the existing License Agreement between Elsevier through its wholly owned subsidiary, MC Strategies ("MCS"), located in Atlanta, GA and the Department of Behavioral Health and Developmental Services, ("Client") of Richmond, VA. This amendment is to be effective October 1, 2009.

**Whereas**, under date of October 1, 2006, Client and MC Strategies, Inc. entered into a renewable MC Strategies Learning Management System (LMS) License Agreement (the "Agreement") for the College of Direct Support, (CDS) Curricula setting forth their rights, obligations, and duties in connection with Web-Based Learning Services; and

**Whereas**, Client wishes to exercise their option to renew said Agreement as stipulated in the Master Agreement executed October 1, 2006;

**Now Therefore**, in consideration of the conditions and sums paid hereunder, MCS and Client agree as follows:

**Entire Agreement:** This Amendment will become incorporated into the original License Agreement and will in no way change the term of the original Agreement or the "Cancellation" clause of the original Agreement. All recitals, terms and conditions outlined in the original License Agreement apply to this Amendment, unless otherwise specified in this Amendment.

### **Terms of Amendment**

The administration fee shall remain at \$2,800 per administrator per year during the next year.

### **Compensation to MCS**

In return for the Learning Management System license and access to the CDS curricula, Client agrees to pay fees as follows for the period October 1, 2009 through September 30, 2010:

Annual Administration/Site fee:	\$ 44,800 (2,800 per administrator)
Content License and Maintenance fee:	\$ 115,271

Total 2009-2010 Contract Fee:	\$160,071
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Elsevier will invoice Client the Content License and Maintenance fee of **\$115,271**, and the Administrator fee of **\$ 44,800** within (30) days of receiving a fully signed Agreement.

**Grant of Administrative Privileges for Research** – Client authorizes MCS to provide the University of Minnesota Center Institute on Community Integration with access to raw aggregate, but not individual data, pertaining to the CDS Curriculum on a monthly basis. Such documentation will be appropriately disseminated except in instances when the CDS end-user licensees have specifically precluded access to and dissemination of such data. Using the raw aggregate data, the University of Minnesota Center Institute on Community Integration shall establish documentation from time to time that illustrates the utilization and effectiveness of training with the CDS curriculum.

**Entire Agreement** - This Amendment effective October 1, 2009 and the original Agreement dated 10/1/2006 constitutes the entire agreement between the parties with respect to the subject matter herein, and all prior or contemporaneous oral or written communications, understandings, or agreements between MCS and Client with respect to such subject matter are hereby superseded in their entirety. Any changes, amendments, or modifications to this Agreement shall not be binding on the parties unless mutually agreed to by the parties in writing.

Department of Behavioral Health  
and Developmental Services  
P.O. Box 1797  
Richmond, VA 23218

Elsevier through its wholly owned  
subsidiary, MC Strategies, Inc.  
111 Center Park Dr.; Suite 175  
Knoxville, TN 37922

By: Joy S. Lazarus

Joy S. Lazarus

Director of Administrative Services

Date: 10/21/09

By: H. James Hicks, Jr.

H. James Hicks, Jr.

Senior Vice President

Date: 10/1/09